Department of Land Revenue Settlement

OFFICE Board of Revenue

STATION Madras

This **No.** 192

Dated 8.3.22

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(SUBJECT.)

Advances (Loans) - S. Kanara Dt -
Deccanis Coorgs - Fresh Security -
Bond Kuntis widow - Adeu bond

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Ref.No.2977-21-E3. South Kanara Collector's Office,

Camp: Kotekar, 21st Febry. 1922.

From

M.R.Ry. A. Ramacha Nedungadi, Avl., B.A.,B.L.,

Collector of South Kanara.

To

The Secretary to the Board,

Land Revenue and Settlement,

M a d r a s.

BOARD OF REVENUE 27 FEB 1922 LAND REVENUE DEPT. MADRAS

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Advances - Loans - Land Improvement Loans Act - deceased ---- borrower - necessity for fresh security bond from his legal heirs - instructions solicited.

One K. Appaji Rao of Mangalore who is governed by the Mithakshara law of inheritance was granted, in July 1920, a loan of Rs.2000/- under the revised rules framed under the Land Improvement Loans Act, for the purpose of improving some of his lands on furnishing the --- necessary security bond hypothecating his other lands also as collateral security. The loan was disbursed in one instalment repayable in 19 equal annual instalments of Rs.182-11-4. The loan order was issued in the revised form printed at page 113 of the Takkavi Manual, but by some mistake in the Uppinangady Taluk Office the security ---- bond was taken from the borrower there in form D (ordinary rules) -- printed at page 185 of the Manual, instead of in the revised form printed at page 119 of the Manual. In the former the mortgagor --- does not specifically bind his legal representatives and assigns as in the latter. The borrower died in May 1921, leaving behind him a widow and four minor children under her protection, and the widow has given a statement in writing binding herself to repay the loan with interest as stipulated in the loan order and to complete the -- remaining work for which the loan was advanced to her deceased husband and agreeing to execute, if necessary, a revised security bond, and a question has been raised as to whether such a revised bond need now - be taken.

2. I consider that such a revised bond is unnecessary as Section 7 of the Land Improvement Loans Act gives power to Government to --- proceed against the lands benefited and lands comprised in the ---

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security bond, for the realisation of the arrears of loan amount -- and interest and cost if any, and as it is of doubtful expediency - to obtain a bond from a widow (vide note (iv) to Section 4 of the Act) page 35 of the Manual). As the amount involved is, however, ---- large, I solicit the Board's instructions in the matter. Copies of the loan order and the security bond are herewith submitted for perusal.

3. The explanation of the person or persons responsible for - taking from the borrower a bond in the wrong form will be obtained and separately disposed of.

Collector.

Order granting a loan under the Land Improvement Loans Act.

Collector's Loan Order No. 1 of 1330.

Taluk Order No. of

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The sum of Rs.2,000/- is granted to K. Appaji Rao, caste - Saraswath Brahmin, calling land-holder, son of Thimmappaya, residing in the Town of Mangalore, as a loan under the Land Improvement Loans Act 1883 for the purpose of improving S.Nos.217/2, nanja, acres 2.67 assessed Rs.5-5-0, 218/2A Punja, 218/2B, Bagayet, acres 2.42, assessed Rs.4-7-0, 219/1, nanja, acres 5.76, assessed Rs.17-5-0, 219/2 Punja, acres 0.83, assessed Re.0-13-0 of No. 47 Puttur Casba and S.No.142 Bagayet, acres 1.11, assessed Rs.5-9-0, 213 Punja, acres 6.76, ----- assessed Rs.5-1-0 of No.46 Kemminja village in the registration Sub-District of Puttur by converting punja into bagayet and nanja lands and 3rd and 2nd class nanja lands into 1st classnanja and by ---- digging, constructing wells and tanks for irrigating the land and constructing boundary walls, subject to the following conditions:-

2. The conditions referred to are as follows:-

(a)(i) That the amount of the loan of Rs.2,000/- shall be paid to the aforesaid.Appaji Rao in one instalment on the execution of the necessary security bonds and production of the order at the -----

Sub Treasury at Puttur.

(ii) That if it shall be proved to the satisfaction of the ----- officer granting the loan that any portion of the loan has been misapplied to any other purpose than that above specified or that the whole amount of the loan has not been fully applied to the purpose for which it was granted within the period of one year, the whole - amount of the loan or such portion of it as the officer granting the loan may determine with interest at 6¼ per cent and costs, if any, - shall be deemed to at once become due.

(iii) If, however, the work should fail altogether owing to ---- causes over which the borrower has no control, the Collector or the Board of Revenue will determine whether repayment in whole or in --- part shall be required.

(b). That the loan with interest thereon at 6¼ per cent. shall be repaid by 19 equal -- annual instalments of Rs.182-11-4 falling due with the second kist i.e. 10th April commencing with Fasli 1331 and ending with Fasli --- 1349. For the period in excess of 12 months intervening between -- the disbursement of the last portion of the loan and the date fixed for the repayment of the first instalment simple interest on the -- amount advanced must be paid with the first instalment of repayment. It shall be open to the Collector to reduce the number of instalments and to increase the amount of the annual payment so as to recover -- the loan within a shorter period than herein allowed, if he finds - the work after completion not sufficiently durably to last for the period originally mentioned in the loan order.

(ii) Such annual payment shall be made to the village officers - or to the Tahsildar and is in addition to the land assessment. But the land assessment will be enhanced at any future revision of ---- assessment in consequence of the increased value derived from the improvement.

(iii) If default in the payment of annual instalment on account - of the loan occurs and recovery cannot otherwise be made, the ----- entire unpaid balance of the loan or such portion of it as the ---- officer granting the loan may determine shall be deemed to at once become due and the whole of the land specified under condition (c) or such portion of it as the officer granting the loan may deem ---

necessary shall be sold for the recovery of the amount, with interest thereon and expenses of sale, if any.

(c) That for the repayment of the loan with interest and costs, if any, due on the same, the immoveable properties specified below is, in addition to the lands for the benefit of which the loan is granted, -- hypothecated as collateral security to Government.

Village.	Survey number.	Description of land.	Extent.	Assessment. Rs.	As.	P.
			Acres			
Puttur Casba.	123/6.	Wet.	0.72.	1	7	0.
	123/7.	Bagayet.	0.42.	1	11	0.
	123/8.	Dry.	0.19.	0	2	0.

(Signed) R. H. Ellis,

19th July 1920. Collector.

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(Land Improvement Loans Act XIX of 1883 - Ordinary Rules.)

SECURITY BOND.

Whereas K. Appaji Rao, son of Thimmappaya, residing in Mangalore has received from the Collector of South Kanara, an order under the - Land Improvement Loans Act, 1883, in virtue of which he is entitled to receive the aggregate sum of Rupees (2000-0-0) two thousand only as a loan from the Government for the purpose of improving S.Nos.217/2, -- 218/2A & 2B, 219/1 and 2 of Puttur Casba and S.Nos.142 and 213 of --- Kemminja village by converting punja into bagayet and nanja lands and 3rd and 2nd class nanja lands into 1st class nanja and by digging wells and tanks for irrigating the land and constructing boundary walls and whereas collateral security for the application of the loan and for the punctual repayment of the same according to the terms of the order is demanded of the said K. Appaji Rao, I the said K. Appaji Rao mortgage to Government the immoveable property mentioned in the schedule below as collateral security, and agree that if I fail to comply with the -- terms on which the loan has been granted either misapplying the same or by failing to repay any instalment of the said loan or any interest chargeable thereon or costs, if any, incurred in making thereof, on -

the date on which it may become due, it shall be lawful for the Collector to recover from the said property such sum as may be necessary to make good the amount which in consequence of my default may be due from me.

Registration District.	Registration sub-district.	Village.	Survey number.	Dry or wet.	Extent. A.	Extent. C.	Assessment. Rs.	Assessment. As.	Assessment. P.
South Kanara District. Mangalore.	Puttur.	Puttur Casba.	217-2.	Nanja.	2	67.	5	5	0
			218/2A.	Punja.					
			218/2.	Bagayet.	2	42.	4	7	0.
			219/1.	Nanja.	5	76.	17	5	0.
			219/2.	Punja.	0	83.	0	13	0.
		Kemminje.	142.	Bagayet.	1	11.	5	9	0.
			213.	Punja.	6	76.	5	1	0.
		Puttur Casba.	123/6.	Wet.	0	72.	1	7	0.
			123/7.	Bagayet.	0	42.	1	11	0.
			123/8.	Dry.	0	19.	0	2	0.

Signed/ K. Appaji Rao,

28-7-1920. Signature of borrower.

Witnesses:-

(1) Signature in Kanarese of Subraya, son of Balthibail Venkappaya, residing in Puttur Casba.

(2) Signature in Kanarese of Ganapathi Shanbhogue, potail of Karopadi.

Signed/ B. Krishnachari,

28th July 1920. T a h s i l d a r.

/True Copies/.

C o l l e c t o r.

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Advances (Loans) - S. Kanara Dt. -
Deceased borrower - Fresh security
bond from his widow - Orders passed.

I 672/22 —— Q

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8.3.22

The Board considers it
desirable that a fresh
security bond should be
taken from the widow
acting as the guardian
of her minor sons. The
Collr: is requested to
see that the bond is
executed in the revised
form.

Issue
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V.

JSK
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The Collr: of S. Kanara

C.F 16—179,506—22-1-18.(6)

OFFICE NOTE.

SUBJECT.
Advances — Loans — Deceased borrower — Fresh Security bond.

From The Coll:r of S. Kanara

I Register No. 672/22

To A.S.(Sett.)

Please see the letter from the Coll:r of S. Kanara.

2/- The revised form of security bond was prescribed on the advice of the Govt. Solicitor vide correspondence printed in B.P. No. 324 dt. 11-12-1901. Apart from the fact that the old form does not contain any provision specifically binding the legal representatives and assigns of the mortgagor to observe the terms of the bond, it is open to the other objections referred to in the Govt. Solicitor's letter, No. 529 dt. 4-10-1901. As pointed out by the Coll:r,

(u)

x p. 185 of the Judicial Manual

pp. 3-4 of (u)

Section 7 of the L.I.L. Act no doubt empowers Govt to proceed against the lands benefited by the loan and those comprised in the security bond. Nevertheless it is necessary that special care should be taken to see that such mortgages are enforceable in law — note (ii) to section 4 of the Act. While note (vi) under that section lays stress on the need for special circumspection in dealing with a widow, note (v) states that "a mother can bind her sons acting in good faith as their guardian". On the whole it seems desirable to take a revised security bond from the widow acting as the guardian of her minor sons.

p. 38 of the Takkavi Manual

p. 35 of the Takkavi Manual

pp. 35–36 ibid

p. 35 ibid

I agree. The amount of loan is rather large

VRK
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VRK
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To A.S. (Vell.)

Draft submitted at p. 6 of the current.

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